

**AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
GENESEO ROAD AT HUERHUERO CREEK
BRIDGE REPLACEMENT PROJECT
CONTRACT NO. 300387
FEDERAL AID PROJECT NO. BRLO-5949(120)**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, herein called "COUNTY," and CH2M Hill, Inc., a corporation whose address is 2485 Natomas Park Drive, Suite 600, Sacramento, CA 95833-2937, herein called 'ENGINEER."

The COUNTY department responsible for administering this AGREEMENT is the Department of Public Works, and all written communications hereunder with the COUNTY shall be addressed to the Director of Public Works.

WHEREAS, the COUNTY has need for special services and advice with respect to the Work described herein for the Geneseo Road at Huerhuero Creek Bridge Replacement Project (hereafter, the "Project"); and

WHEREAS, ENGINEER warrants that it is a specially trained, experienced expert, and competent to perform such special services;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

ARTICLE 1. SCOPE OF WORK. ENGINEER shall, at its own cost and expense, provide all services, equipment and materials necessary to complete the work described in the ENGINEER's Scope of Work (hereafter, collectively the "Work"), attached hereto as Exhibit A. ENGINEER warrants and represents that said Work shall be performed to the highest professional standard.

ARTICLE 2. TIME FOR COMPLETION OF WORK. No Work shall be commenced prior to ENGINEER'S receipt of the COUNTY's Notice to Proceed. All Work shall be completed no later than March 30, 2015, provided, however, that extensions of time may be granted in writing by the COUNTY's Director of Public Works which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the COUNTY's Director of Public Works to be good and sufficient cause for such extensions.

ARTICLE 3. PAYMENT FOR SERVICES.

A. COMPENSATION.

1. COUNTY shall pay to ENGINEER as compensation in full for all Work required by this Agreement a sum not to exceed the total Agreement amount of \$51,698.00 (fifty-one thousand six hundred ninety-eight dollars). This sum includes the fixed fee amount described in Article 3.A.3. below.
2. ENGINEER's compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in ENGINEER's Cost Proposal attached hereto as Exhibit B, and incorporated herein by this reference. In no event will ENGINEER be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in ENGINEER's Cost Proposal.
3. In addition, COUNTY will pay ENGINEER a fixed fee of \$4,507.00. The fixed fee is nonadjustable for the term of the Agreement, except in the event an adjustment is made by contract amendment due to a significant change in the scope of work.
4. COUNTY will reimburse ENGINEER for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, and other direct costs) incurred by ENGINEER in the performance of the Work. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
5. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. A pro rata portion of the ENGINEER's fixed fee will be included in the monthly progress payments. No payment will be made prior to approval of any work.

6. All subcontracts in excess of \$25,000 shall contain the above provisions.

B. **REPORTS.** ENGINEER shall submit to the COUNTY, on a monthly basis, a detailed statement of services performed and Work accomplished during that preceding period, including the number of hours of Work performed and the personnel involved. For the purpose of timely processing of invoices, the ENGINEER'S invoices are not regarded as received until the monthly report is submitted. Any anticipated problems in performing any future Work shall be noted in the monthly reports. The ENGINEER shall also promptly notify the COUNTY of any perceived need for a change in the scope of Work or services, and an explanation as to why the ENGINEER did not include said work in the attached Scope of Work.

C. **INVOICES.** ENGINEER will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which ENGINEER is billing. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. In addition, a cumulative billing summary that states both the total contract amount billed to date and the total fixed fee billed to date shall be included at the end of each invoice or attached thereto. The final invoice must contain the final cost and all credits due the COUNTY that include any equipment purchased under the provisions of Article 24 Equipment Purchase of this Agreement. The final invoice should be submitted within 60 calendar days after completion of the ENGINEER's work. Invoices shall be mailed to the COUNTY's Contract Administrator at the following address:

County of San Luis Obispo
Kidd C. Immel, Department of Public Works
County Government Center, Room 206,
San Luis Obispo, CA 93408

D. **FEDERAL ACQUISITION REGULATIONS.** ENGINEER understands and agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of individual cost items. The ENGINEER also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and

Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to ENGINEER that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by ENGINEER to COUNTY. Any subcontract entered into by ENGINEER relating to this Agreement, shall incorporate the provisions of this paragraph in a manner that binds the subcontractor to all of the provisions of this paragraph.

E. **PROMPT PAYMENT OF FUNDS.** No retainage will be withheld by the COUNTY from progress payments due the ENGINEER. Retainage by the ENGINEER or subcontractors is prohibited, and no retainage will be held by the ENGINEER from progress due subcontractors. Any violation of this provision shall subject ENGINEER or subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the ENGINEER or subcontractor in the event of a dispute involving late payment or nonpayment by the ENGINEER or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultants and subconsultants. Any subcontract entered into by ENGINEER relating to this Agreement, shall incorporate the provisions of this paragraph in a manner that binds the subcontractor to all of the provisions of this paragraph.

F. **ASSIGNED PERSONNEL.** All work performed under this Agreement shall be performed by the personnel identified in the Organizational Chart, attached hereto as Exhibit C, and incorporated herein by this reference. Any changes to the key personnel designated on this Organizational Chart must be approved in writing by the COUNTY's Contract Administrator. The Contract Administrator for COUNTY will be Kidd C. Immel.

ARTICLE 4. ACCOUNTING RECORDS.

A. ENGINEER shall maintain accounting records in accordance with generally accepted accounting principles. ENGINEER shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. ENGINEER shall maintain acceptable books of accounts which include, but are not limited to, a general

ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

B. ENGINEER shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the COUNTY. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the ENGINEER'S cost accounting records.

C. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. ENGINEER shall safeguard the accounting records and supporting documentation.

D. ENGINEER shall make accounting records and supporting documentation available on demand to the COUNTY and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the COUNTY. The COUNTY may require having the ENGINEER'S accounting records audited, at ENGINEER'S expense, by an accountant licensed by the State of California. The audit shall be presented to the COUNTY's Auditor-Controller within thirty (30) calendar days after completion of the audit.

E. The State, the State auditor, FHWA, or any authorized representative of the Federal Government having jurisdiction under Federal law or regulations (including the basis of Federal Funding in whole or in part) shall have access to any book, record, any documents of the ENGINEER that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The ENGINEER must also maintain records for five years from the date of final payment.

F. Any subcontract entered into by ENGINEER relating to this Agreement, shall incorporate the provisions of this Article in a manner that binds the subcontractor to all of the provisions of this Article.

ARTICLE 5. NON-ASSIGNMENT OF AGREEMENT. Inasmuch as this Agreement is intended to secure the specialized services of the ENGINEER, ENGINEER may not assign, transfer, delegate or sublet any interest herein without the COUNTY's prior written

consent and any such assignment, transfer, delegation, or sublease without the COUNTY's prior written consent shall be considered null and void.

ARTICLE 6. INSURANCE. ENGINEER, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of ENGINEER's Work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers, and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and, agents of the County of San Luis Obispo, California, individually or collectively.

A. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES.** The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. **COMMERCIAL GENERAL LIABILITY ("CGL").** Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:
 - \$1,000,000 each occurrence (combined single limit);
 - \$1,000,000 for personal injury liability;
 - \$1,000,000 aggregate for products-completed operations; and
 - \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to ENGINEER's Work under this Agreement.

2. **BUSINESS AUTOMOBILE POLICY ("BAP").** Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum (combined single limit) of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to

vehicles used in pursuit of any of the activities associated with this Agreement. ENGINEER shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ("WC / EL")**. This policy shall include at least the following coverages and policy limits:

- a. Workers' Compensation insurance as required by the laws of the laws of the State of California; and
- b. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

4. **PROFESSIONAL LIABILITY ("PL")**. This policy shall cover damages, liabilities, and costs incurred as a result of ENGINEER's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for three (3) years thereafter with respect to incidents which occur during the performance of this Agreement). ENGINEER shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

B. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by ENGINEER and approved by the County before Work is begun pursuant to this Agreement. At the option of the County, ENGINEER shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers, and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

C. **ENDORSEMENTS**. All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers, and agents are hereby added as additional insureds with respect to all liabilities arising out of ENGINEER's performance of Work under this Agreement (CGL & BAP);
3. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAP, & PL);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) calendar days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAP, WC /EL & PL);
6. ENGINEER and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers, and agents for any loss arising under this Agreement (WC); and
7. Deductibles and self-insured retentions must be declared (All Policies).

D. **ABSENCE OF INSURANCE COVERAGE.** County may direct ENGINEER to immediately cease all activities with respect to this Agreement if it determines that ENGINEER fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of Work and change of insurance shall be considered ENGINEER's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to ENGINEER.

E. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.** Prior to commencement of Work under this Agreement, and annually thereafter for the term of this Agreement, ENGINEER, or each of ENGINEER's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. All of the insurance companies providing insurance for ENGINEER shall have,

and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

San Luis Obispo County
Department of Public Works
Attn: Kidd C. Immel
County Government Center, Room 206
San Luis Obispo CA 93408

ARTICLE 7. INDEMNIFICATION.

A. ENGINEER shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities, or other losses (hereafter, collectively "claims") that may be asserted by any person or entity, and that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. The parties agree that, in addition to the ENGINEER's general and professional duties of care, the ENGINEER has a duty of care to act in accordance with the terms of this Agreement. In addition to whatever other acts or omissions of ENGINEER that constitute negligence, recklessness, or willful misconduct under applicable law, the parties acknowledge that any act or omission of the ENGINEER that causes any damages or monetary losses, and constitutes a breach of any duty under, or pursuant to, this Agreement, shall at a minimum constitute negligence (and may constitute recklessness or willful conduct if so warranted by the facts).

B. The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this Article 7 of the Agreement, "ENGINEER" shall include the ENGINEER, and/or its agents, employees, sub-contractors, or other independent contractors hired, by, or directly responsible to, ENGINEER.

C. It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and "hold harmless" rights allowed under the law. No provisions of this Agreement shall be

construed in a manner that would constitute a waiver or modification of Civil Code section 2782.8. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Agreement and the remaining language shall be given full force and effect. Nothing contained in the foregoing indemnity provisions shall be construed to require ENGINEER to indemnify COUNTY against any responsibility or liability in contravention of Civil Code 2782.8.

ARTICLE 8. ENGINEER'S RESPONSIBILITY FOR ITS WORK.

A. ENGINEER has been hired by the COUNTY because of ENGINEER's specialized expertise in performing the Work described in the Scope of Work attached as Exhibit A. ENGINEER shall be solely responsible for such Work. The COUNTY's review, approval and/or adoption of any designs, plans, specifications or any other Work of the ENGINEER shall be in reliance on ENGINEER's specialized expertise and shall not relieve the ENGINEER of its sole responsibility for its Work. Similarly, if the COUNTY approves any designs, plans, or specifications prepared by ENGINEER that vary from the requirements of this Agreement, such approval shall not excuse the ENGINEER for failing to comply with this Agreement. The COUNTY is under no duty or obligation to review or verify the appropriateness, quality or accuracy of any designs, plans, specifications, or any other Work of the ENGINEER, including but not limited to, any methods, procedures, tests, calculations, drawings, or other information used or created by ENGINEER in performing any Work under this Agreement.

B. All information which ENGINEER receives from COUNTY should be independently verified by ENGINEER. ENGINEER should not rely upon such information unless it has independently verified its accuracy. The only exception to the foregoing arises when the COUNTY has expressly stated in writing that certain information may be relied upon by the ENGINEER without the ENGINEER's independent verification. In such event, the ENGINEER is still obliged to promptly notify the COUNTY whenever the ENGINEER becomes aware of any information that is inconsistent with any information which the COUNTY has stated may be relied upon by the ENGINEER.

C. Pursuant to the provisions of this Article, the ENGINEER is responsible for all Work under this Agreement, including the Work performed by any subcontractors or any other independent contractors which ENGINEER hires or contracts with regarding the Work.

D. The ENGINEER accepts the relationship of trust and confidence established with COUNTY by this Agreement, and covenants with the COUNTY to furnish the ENGINEER's reasonable skill and judgment in furthering the interests of the COUNTY. The ENGINEER shall use its best efforts to perform in an expeditious and economical manner consistent with the interests of the COUNTY.

E. If ENGINEER ever has reason to believe that any of its general or professional duties of care conflict with any requirements of this Agreement, the ENGINEER shall promptly so notify the COUNTY in writing.

ARTICLE 9. INSURANCE AND INDEMNIFICATION AS MATERIAL PROVISIONS. The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to ENGINEER by the indemnification and insurance clauses.

ARTICLE 10. ENGINEER'S ENDORSEMENT ON REPORTS, ETC. ENGINEER shall endorse all reports, maps, plans, documents, materials, and other data in accordance with applicable provisions of the laws of the State of California.

ARTICLE 11. DOCUMENTS, INFORMATION, AND MATERIALS OWNERSHIP.

A. All documents, information and materials of any and every type prepared by the ENGINEER pursuant to this Agreement shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing Work under this Agreement, whether completed or in process. The ENGINEER shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.

B. ENGINEER understands and agrees that the applicable patent rights provisions described in 48 CFR 27 shall be used to determine rights to inventions.

C. Any subcontract entered into by ENGINEER relating to this Agreement, shall incorporate the provisions of this Article in a manner that binds the subcontractor to all of the provisions of this Article.

ARTICLE 12. TERMINATION OF AGREEMENT WITHOUT CAUSE. COUNTY may terminate this Agreement at any time by giving the ENGINEER thirty (30) calendar days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, ENGINEER shall be entitled to no further compensation or payment of any type from the COUNTY.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE. If ENGINEER fails to perform ENGINEER'S duties to the satisfaction of the COUNTY, or if ENGINEER fails to fulfill in a timely and professional manner ENGINEER'S obligations under this Agreement, or if ENGINEER violates any of the terms or provisions of this Agreement, or if ENGINEER, ENGINEER'S agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then COUNTY shall have the right to terminate this Agreement effective immediately upon the COUNTY giving written notice thereof to the ENGINEER. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. ENGINEER shall be paid for all Work satisfactorily completed prior to the effective date of such termination. If COUNTY's termination of the Agreement for cause is defective for any reason, including but not limited to COUNTY's reliance on erroneous facts concerning ENGINEER'S performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause thirty (30) calendar days following the COUNTY's written notice of termination for cause to the ENGINEER, and the COUNTY's maximum liability shall not exceed the amount payable to ENGINEER under Article 12 above.

ARTICLE 14. COMPLIANCE WITH LAWS. ENGINEER shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the Work of this Agreement. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code. ENGINEER acknowledges that labor performed on site to support any work required under this Agreement is a public work within the meaning of Labor Code Section 1720. ENGINEER will comply, or cause its subconsultant to comply, with the provisions of Labor Code Section 1774.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working for ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 16. NON-DISCRIMINATION.

A. During the performance of this Agreement, ENGINEER and its subconsultant(s) shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. ENGINEER and subconsultant(s) shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ENGINEER and subconsultant(s) shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government

Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. ENGINEER and its subconsultant(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Any subcontract entered into by the ENGINEER relating to this Agreement, shall incorporate the provisions of this Article in a manner that binds the subcontractor to all of the provisions of this Article.

ARTICLE 17. DISPUTES & CLAIMS.

A. **EXCLUSIVE REMEDY**. Any demand or assertion by ENGINEER seeking any additional compensation and/or time extension, or other relief, for any reason whatsoever (hereafter collectively "Claim"), must be in strict compliance with the requirements of this Article 17. For purposes of this Article 17, any and all Work relating to any such demand or assertion shall be referred to as "Disputed Work", regardless of whether the basis of the demand or assertion arises from an interpretation of the Agreement, an action or inaction of ENGINEER or COUNTY, or any other event, issue, or circumstance. If the Disputed Work relates to any Work performed by any subcontractors or subconsultants hired by ENGINEER in compliance with the provisions of this Agreement, any such Claims must also be processed by ENGINEER in accordance with the provisions of this Article 17.

The administration of a Claim as provided in this Article 17, including ENGINEER's performance of its duties and obligations specified in this Article 17 is ENGINEER's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of the Agreement or other contractual or tort relief arising from Agreement. Compliance with the procedures described in this Article 17 is a condition precedent to the right to file a Government Code Claim, commence litigation, or commence any other legal action. ENGINEER waives the right to pursue or submit any Claims not processed in accordance with Article 17.

B. **MANDATORY PROCEDURE AND CONDITION PRECEDENT**. The requirements set forth in this Article 17 are mandatory, and ENGINEER shall strictly comply with these requirements. Strict compliance with these requirements is a condition precedent to

ENGINEER's ability to exercise any rights or remedies that may otherwise be available to ENGINEER under the Agreement or any applicable Laws or Regulations relating to the Claim. No action or inaction by ENGINEER and/or COUNTY to try to resolve any Claim(s) through agreement, amendment, mediation, settlement, or any other means shall excuse ENGINEER from strictly complying with the requirements of this Article 17. The ENGINEER shall bear all costs incurred in complying with the provisions of this Article 17.

C. **NOTICE OF POTENTIAL CLAIM.** The ENGINEER shall not be entitled to any additional compensation and/or time under this Agreement for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless the ENGINEER has provided the COUNTY's Director of Public Works with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the ENGINEER believes additional compensation and/or time will or may be due, the nature of the cost involved, and, insofar as possible, the full amount of additional compensation and/or time extension sought in relation to the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the ENGINEER shall have performed any Disputed Work. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The ENGINEER hereby agrees that it shall have no right to additional compensation and/or time regarding any Claim for which no written Notice of Potential Claim as herein required was filed with the COUNTY's Director of Public Works.

D. **NOTICE OF FINAL CLAIM.** As soon as reasonably practical upon completion of the Disputed Work, and no later than thirty (30) calendar days after completion of the Disputed Work, ENGINEER shall provide to COUNTY a Notice of Final Claim containing a full and final documentation of the Claim that provides the following information:

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of Work affected by the dispute.
2. The specific provisions of the Agreement that support the Claim and a statement of the reasons these provisions support and provide a basis for entitlement of the Claim.

3. When additional monetary compensation is requested, the exact amount requested, including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

- a. Labor – A listing of individuals, classifications, hours and dates worked, hourly labor rates, and other pertinent information related to the requested reimbursement of labor costs.
- b. Materials/ Equipment – Invoices, purchase orders, location of materials/ equipment used to perform the Disputed Work, dates they were used, and other pertinent information related to the requested reimbursement of material/ equipment costs.
- c. Other categories as specified by COUNTY.

E. **ENGINEER'S CONTINUING OBLIGATIONS.** Neither the filing of a Notice of Potential Claim or of a Notice of Final Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the ENGINEER from full and timely performance in accordance with the terms of this Agreement. ENGINEER shall promptly respond to any requests for further information or documentation regarding ENGINEER's potential or final Claim. If ENGINEER fails to provide an adequate written response to COUNTY within fifteen (15) calendar days of COUNTY's written request for such further documentation or information, ENGINEER shall be deemed to have waived its Claim. If the further documentation or information requested by COUNTY, in the opinion of the COUNTY, reasonably takes the ENGINEER more than fifteen (15) calendar days to comply with, the written request shall provide the ENGINEER a specific response deadline that is commensurate to a reasonable response time.

F. **RESPONSE TO NOTICE OF FINAL CLAIM.** The COUNTY shall respond in writing to the Notice of Final Claim within 60 calendar days of receipt thereof Claim, or may request, in writing, within 45 calendar days of said receipt, any additional information or documentation relating to the Claim or any defenses to the Claim the COUNTY may have against the ENGINEER. ENGINEER shall comply with the request within the reasonable time deadline provided by COUNTY in the request. If any additional information is thereafter requested by COUNTY, it shall likewise be provided by ENGINEER within the reasonable time deadline provided by COUNTY in such follow-up request. The written

response to the Notice of Final Claim shall be submitted to the ENGINEER within thirty (30) calendar days after receipt of such further information and documentation, or within a period of time no greater than that taken by the ENGINEER in producing the additional information or documentation, whichever is greater. ENGINEER may request an informal conference to meet and confer for settlement of the issues in dispute, but ENGINEER shall have no right to demand such a conference. Neither the requesting of any such conference by ENGINEER or COUNTY, nor the holding of such conference shall affect the date of the final decision on the Claim. No written communications of COUNTY sent to ENGINEER after any such conference will change the date of the final decision on the Claim unless the writing expressly states that the date of the final decision is being changed to a new specific date.

A Claim may be granted in whole or in part only by a written response that contains the signature of the COUNTY's Director of Public Works or his authorized representative. In the event a valid written decision is not provided to ENGINEER within the time prescribed in this Article 17, the Claim shall be deemed denied on the last day a written response was due. The date upon which the Claim is approved or denied pursuant to the provisions of this Article 17, shall constitute the date of the final decision on the Claim under the provisions of this Article 17. The date of the final decision on a Claim can only be changed by a subsequent writing signed by COUNTY that expressly states that the date of the final decision on the Claim has been changed to a new specific date.

G. **GOVERNMENT CODE CLAIM REQUIREMENTS.** For all Claims not resolved as a result of these Article 17 procedures, ENGINEER must submit each Claim in a Government Code Section 910 form of claim for final investigation and consideration of its settlement prior to initiation of any litigation on any such Claim, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 is hereby reduced to 150 days. This time deadline is measured from the accrual date of each separate cause of action. The time deadline for filing a Government Code claim shall not be tolled by any action or inaction by ENGINEER or COUNTY, including but not limited to any action or inaction to try to resolve the Claim through negotiation, mediation, settlement, agreement (including Change Order), or by any

other means, other than by a separate written tolling agreement expressly approved as to form (on the face of the agreement) by the COUNTY's Counsel Office.

ARTICLE 18. AUDIT REVIEW PROCEDURES.

A. Any dispute arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, ENGINEER may request a review by COUNTY's Chief Financial Officer of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse ENGINEER from full and timely performance, in accordance with the terms of this Agreement.

(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater).

D. ENGINEER and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the Agreement, cost proposal, and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is the ENGINEER's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The Agreement, cost proposal, and ICR shall be adjusted by ENGINEER and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by the ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

ARTICLE 19. ENGINEER IS AN INDEPENDENT CONTRACTOR. It is expressly understood that in the performance of the services herein provided, ENGINEER shall be, and is, an independent contractor, and is not an agent or employee of the COUNTY. ENGINEER has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting ENGINEER in the performance of the services rendered hereunder. ENGINEER shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

ARTICLE 20. ENTIRE AGREEMENT AND MODIFICATION. This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. ENGINEER shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Any changes increasing the ENGINEER'S compensation and/or benefits must be approved by the COUNTY's Board of Supervisors; any other changes may be signed by the COUNTY's Director of Public Works on behalf of the COUNTY. ENGINEER specifically acknowledges that in entering into and executing this Agreement, ENGINEER relies solely upon the provisions contained in this Agreement and no others. If there is any conflict between the language in the body of this Agreement and any exhibits attached hereto, the body of this Agreement shall take precedence.

ARTICLE 21. ENFORCEABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 22. WARRANTY OF ENGINEER. ENGINEER warrants that ENGINEER and each of the personnel employed or otherwise retained by ENGINEER for Work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

ARTICLE 23. SUBCONTRACTORS.

A. Other than Work designated in Exhibits A and B to be performed by other persons, the ENGINEER shall perform the Work contemplated with resources available within its own organization and no portion of the Work shall be subcontracted without written authorization by the COUNTY. In the event the COUNTY provides written authorization for Work to be performed by a lower tier subcontractor the use of the words "subcontractor" and "subcontract" in this Article shall refer to subcontracting by a subcontractor of the first tier or any other tier.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the COUNTY and any subcontractors, and no subcontract shall relieve the ENGINEER of his/her responsibilities and obligations hereunder. The ENGINEER agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the ENGINEER. The ENGINEER's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the ENGINEER.

C. Any subcontract entered into by ENGINEER relating to this Agreement, shall incorporate the provisions of this Article in a manner that binds the subcontractor to all of the provisions of this Article.

D. ENGINEER shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the ENGINEER by the COUNTY.

E. Any substitution of subcontractors must be approved in writing by the COUNTY's Contract Administrator in advance of assigning Work to a substitute subcontractor.

F. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

G. For purposes of this Agreement, the term "subcontractor" includes subconsultants.

ARTICLE 24. EQUIPMENT PURCHASE.

A. Before ENGINEER enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or engineering services, ENGINEER shall (1) provide the COUNTY's Contract Administrator an evaluation of the necessity or desirability

of incurring such costs, and (2) obtain prior written authorization from the COUNTY's Contract Administrator for such cost. Three competitive quotations must be submitted with ENGINEER's request for prior authorization, or the absence of such competitive bidding must be adequately justified.

B. ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the Agreement is terminated, ENGINEER may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market value shall be determined at ENGINEER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and ENGINEER, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

C. Any subcontract entered into by ENGINEER relating to this Agreement, shall incorporate the provisions of this Article in a manner that binds the subcontractor to all of the provisions of this Article.

ARTICLE 25. APPLICABLE LAW AND VENUE. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 26. NOTICES. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the COUNTY at:

San Luis Obispo County
Department of Public Works
Department of Public Works
Kidd C. Immel
County Government Center, Room 206
San Luis Obispo, CA 93408

and to the ENGINEER:

CH2M Hill, Inc.
Attn: Doug Fredericks
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833-2937

ARTICLE 27. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.

Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the ENGINEER shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

ARTICLE 28. CONFIDENTIALITY OF DATA.

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the ENGINEER in order to carry out this Agreement, shall be protected by the ENGINEER from unauthorized use and disclosure, and shall not be made available to any individual or organization by ENGINEER without the prior written approval of COUNTY.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this Agreement, shall not authorize the ENGINEER to further disclose such information, or disseminate the same on any other occasion.

C. All information related to the construction estimate is confidential, and shall not be disclosed by the ENGINEER to any entity other than the COUNTY.

D. Any subcontract entered into by ENGINEER relating to this Agreement, shall incorporate the provisions of this Article in a manner that binds the subcontractor to all of the provisions of this Article.

ARTICLE 29. RESTRICTIVE COVENANT. ENGINEER agrees that ENGINEER will not, during the continuance of this Agreement, perform or otherwise exercise the services described in Exhibit A for anyone except for the COUNTY, unless and until said COUNTY waives this restriction.

ARTICLE 30. CERTIFICATIONS. ENGINEER hereby warrants and represents that it has accurately completed and executed the "Certification of Consultant, Commission and Fee" and "Consultant Certification of Contract Costs and Financial Management System" which are attached hereto as Exhibits D and E, respectively, and are incorporated by reference and made a part of this Agreement.

ARTICLE 31. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

B. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The ENGINEER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The ENGINEER shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the COUNTY deems appropriate.

C. The COUNTY has established a DBE goal, for this Agreement of 0%. The ENGINEER must meet the DBE goal or document a good faith effort to meet the goal.

D. The "Notice to Proposers DBE Information" "Consultant Proposal DBE Commitment," "Consultant Contract DBE Information" are attached hereto as Exhibits F, G, and H respectively, and are hereby incorporated by reference and made part of this Agreement.

E. If a DBE subcontractor is unable to perform, the ENGINEER must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

F. Any subcontract entered into by ENGINEER relating to this Agreement, shall incorporate the provisions of this Article in a manner that binds the subcontractor to all of the provisions of this Article.

G. DBE Records

1. The ENGINEER shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of Work performed by their own forces along with the corresponding dollar value of the Work.

2. Upon completion of all Work under this Agreement, a summary of these records shall be prepared and submitted on the Caltrans form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," certified correct by the ENGINEER and shall be furnished to the COUNTY's Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the ENGINEER when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" form is submitted to the COUNTY's Project Manager.

H. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the ENGINEER in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the ENGINEER in writing with the date of certification. Any changes to the DBE

certification status of any subcontractor should be reported to the COUNTY's Project Manager within thirty (30) calendar days.

I. A DBE may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, ENGINEER must meet the procedural requirements specified in 49 CFR 26.53(f).

J. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the Work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

ARTICLE 32. QUALITY CONTROL AND QUALITY ASSURANCE. The ENGINEER shall provide a description of its Quality Control procedure. The process shall be implemented for all facets of Work and a QC-QA statement and signature shall be placed on all submittals to the COUNTY.

ARTICLE 33. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR.

A. If claims are filed against the COUNTY by the COUNTY's construction contractor or any other third party that relates in any way to any subject, plans, designs, or other Work within the ENGINEER's Scope of Work under this Agreement, and additional information or assistance from the ENGINEER's personnel is requested by the COUNTY in order to evaluate or defend against such claims, ENGINEER agrees to cooperate with and provide timely response to any reasonable requests for information submitted to ENGINEER by the COUNTY relating to such claims. To the extent the information requested by the COUNTY only seeks documents or other factual information relating to Work performed by ENGINEER, the ENGINEER will only be compensated for any clerical costs associated with providing the COUNTY the requested documents or factual information.

B. ENGINEER's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. In the event the expert opinions of the ENGINEER's personnel is sought by the COUNTY through such consultation or testimony, and only in such event, such consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the ENGINEER's personnel services under this Agreement. In the event any of ENGINEER's personnel are deposed by another party, the ENGINEER reserves the right to charge said other party a different rate for deposition testimony.

C. Services of the ENGINEER's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

D. Any subcontract entered into by ENGINEER relating to this Agreement, shall incorporate the provisions of this Article in a manner that binds the subcontractor to all of the provisions of this Article.

ARTICLE 34. NATIONAL LABOR RELATIONS BOARD CERTIFICATION. In accordance with Public Contract Code Section 10296, the ENGINEER hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the ENGINEER within the immediately preceding two-year period, because of the ENGINEER's failure to comply with an order of a federal court that orders the ENGINEER to comply with an order of the National Labor Relations Board.

ARTICLE 35. EVALUATION OF CONSULTANT. The ENGINEER's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to the ENGINEER for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE 36. DEBARMENT AND SUSPENSION CERTIFICATION.

A. The ENGINEER's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the ENGINEER has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed in writing to the COUNTY, prior to ENGINEER's execution of this Agreement.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining ENGINEER's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

ARTICLE 37. CONFLICT OF INTEREST.

A. The ENGINEER shall disclose any financial, business, or other relationship with COUNTY that may be affected by the outcome of this Agreement, or any ensuing COUNTY construction project. The ENGINEER shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing COUNTY construction project, which will follow.

B. The ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

C. Any subcontract entered into by ENGINEER relating to this Agreement shall incorporate the provisions of this Article in a manner that binds the subcontractor to all of the provisions of this Article.

D. The ENGINEER hereby certifies that neither ENGINEER, nor any firm affiliated with the ENGINEER will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of one or more of the same persons through joint-ownership, or otherwise.

E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

ARTICLE 38. REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION. The ENGINEER warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the Work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 39. NONLOBBYING CERTIFICATION.

A. The ENGINEER certifies to the best of his/ her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. This form is attached hereto as Exhibit I and incorporated herein by this reference.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The ENGINEER also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

ARTICLE 40. INSPECTION OF WORK. ENGINEER and any subconsultant shall permit COUNTY, the State, and the Federal Highway Administration; to review and inspect all work related activities, documents, and files (including electronically stored documents and files) at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, and this Agreement shall become effective on the date shown signed by the County of San Luis Obispo.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board

Date: _____

ATTEST:

County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo

Date: _____

ENGINEER

CH2M HILL, Inc.

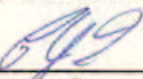
By: Resis Bonneau

Title: Vice President

Date: 1/9/2014

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Date: 12/30/13

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CH2M HILL
2485 Natomas Park Drive
Suite 600
Sacramento, CA 95833-2937
Tel 916.920.0300
Fax 916.920.8463

Exhibit A

Scope of Work

Geneseo Road over Huerhuero Creek Bridge
Bridge Independent Check and Environmental Work
WBS 300387, BRLO-5949(120), 00L0040

Task 1: Independent Structural Check Calculations

Scope

Project Management

Doug Fredericks will coordinate activities between the County and his internal team. He will direct all CH2M HILL resources after consulting with the County. He will provide monthly billing meeting the County's formatting requirements.

Informal Type Selection Review and Design Development Review

CH2M HILL will review the stamped and sealed geotechnical report and the hydraulics report in order to make informed comments on the design progression.

Review of Bridge Plans, Quantities and Specifications

Once the County bridge designer has completed the Draft 65% PS&E, we will perform independent structural calculations from the details on the plans. We will analyze the bridge for code loadings, verify member capacities and review the special provisions for the bridge. We will provide a list of comments and a set of "red-marked" plans that communicate issues uncovered during the preparation of the independent check. We will work with the County designer to resolve the independent check comments. Our checks will be performed in accordance with the current Caltrans requirements, which include LRFD code provisions.

Assumptions

The County will provide CH2M HILL for checking a PS&E package that, in their opinion, is complete and ready for construction.

The name of the appropriate CH2M HILL checker may appear on the plans border, but not their stamp and seal.

County staff will stamp and sign plans and specifications. County staff will be the licensed civil engineer in responsible charge of the bridge design work.

Deliverables

Type Selection Review Comments, Stamped and Sealed Independent Check Calculations, 95% Plan Set with Comments, Independent Quantity Calculations, Review Comments on Project Specifications.

Task 1 Schedule

We expect to informally monitor the development of the bridge PS&E through conversations with the County as an ongoing task beginning in October 2013. Independent check work will be completed by April 2015.

Task 2: Environmental Services

Scope

Task 02.01 Noise Screening Analysis

CH2MHILL will do a noise screening analysis to determine to what degree of noise impact the project will have and submit the results of the analysis to Caltrans Environmental Stewardship Branch through the Environmental Division of the San Luis Obispo County Public Works Department. The Caltrans Environmental Stewardship Branch will make the determination whether or not additional study is required. Any additional noise studies will be optional tasks.

Task 02.02 Natural Environment Study

CH2M HILL will prepare a Natural Environment Study report (NES) following Caltrans' 1997 "Guidance for Consultants Procedures for Completing the Natural Environmental Study and Related Biological Reports." Our efforts, together with the County, will include coordinating with federal and state biologists at U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), U.S. Army Corps of Engineers (USACE), and California Department of Fish and Wildlife (CDFW), as necessary, to obtain information on special-status species and to discuss project effects and mitigation for impacts to sensitive biological resources.

The need for permitting the incidental take of state-listed species under the California Endangered Species Act will be evaluated in the NES. If necessary, we will prepare a Biological Assessment (described below) to facilitate USFWS and NMFS authorization of incidental take of listed species under Section 7 of the federal Endangered Species Act. The NES study is likely to indicate that no impacts to listed species will occur. We have therefore assumed that the Biological Assessment will NOT be required. If a Biological Assessment is required, we will provide a separated scope and fee.

We will conduct literature reviews and site surveys to characterize common and sensitive natural communities, delineate waters of the U.S., characterize and map suitable habitat for special-status wildlife species, and identify special-status and invasive plants in the project area. In addition, the NES will address compliance with other applicable federal laws, acts, and Executive Orders. Up to two surveys will be conducted for special-status plants in spring and summer (likely 2014) to coincide with the blooming periods for plant species with the potential to occur in and near the project area. The anticipated survey area will include the proposed project area and a 250-foot buffer in undeveloped areas adjacent to the project area (provided access can be obtained) to evaluate potential indirect effects. Recent environmental studies (provided by the County) will be reviewed to characterize habitat suitability at the defined project area and to describe how common and sensitive species likely use habitats at the project site. Sensitive species that could occur at the project site include California red-legged frog and San Joaquin kit fox. In addition, Huerfuer Creek (tributary to the Salinas River) may have anadromy, indicating that potential impacts to steelhead (South Central California Coast DPS) may occur.

CH2M HILL will prepare a Wetland Delineation Report to facilitate USACE permitting for dredge and fill impacts to Waters of the U.S., including wetlands, under Section 404 of the Clean Water Act.

Waters of the U.S. under the jurisdiction of the USACE will be delineated and described in the buffered project area. The delineation will be conducted according to the protocol in the 1987 Corps of Engineers Wetlands Delineation Manual, as updated in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region, and according to 33 CFR 328.3 for identifying the ordinary high water mark of drainage features. CH2M HILL will prepare a delineation report that is consistent with the methods and reporting standards acceptable to the USACE. The report, including all maps, will identify the area subject to the delineation, the boundaries of waters of the U.S. and supporting data sheets. Wetlands also will be delineated; however, wetlands were not detected in the project area during recent County studies. If necessary, CRAM or another approach acceptable to the USACE and Caltrans can be used to describe the functional condition of delineated waters of the U.S. The delineation report will be suitable for use in obtaining a USACE permit under Section 404 of the Clean Water Act.

Assumptions

Any required access to private property will be provided by the County.

Deliverables

Noise Screening Analysis, Natural Environment Study Report, and Wetland Delineation Report

Task 2 Schedule

Item	Field Work	Report Submittal
Noise Screening Analysis	November 2013	December 2013
Natural Environment Study Report	April 2014, July 2014	August 2014
Wetland Delineation Report	February 2014 (Wet Season)	April 2014

Task 01.03 Construction Support Services *(optional)*

CH2M HILL will be available to provide construction support services, or review contractor submittals. No field visits will be required as part of this work. This work would be negotiated and paid for as supplemental work via a future contract amendment.

EXHIBIT B

**Proposal for Geneseo Road over Huerhuero Creek Bridge
Bridge Independent Check and Environmental Services
WBS 300387, BRLO-5949(120), 00L0040**

Cost Proposal**Contract No.****Consultant****CH2M HILL**

Classification	Name	Hourly Salary Range	Hours	Initial Hourly Rate	Total
Sr. Engineer/Planner	Matt Franck	\$ 50.79 - 94.99	20 @	\$ 64.03	\$ 1,281
Sr. Engineer/Planner	Doug Fredericks	\$ 50.79 - 94.99	80 @	\$ 72.79	\$ 5,823
Sr. Engineer/Planner	Rob Miller	\$ 50.79 - 94.99	12 @	\$ 62.24	\$ 747
Sr. Engineer/Planner	Chris Serroels	\$ 50.79 - 94.99	16 @	\$ 73.03	\$ 1,168
Engineer/Planner	Tim Hamaker	\$ 42.84 - 74.92	8 @	\$ 52.33	\$ 419
Engineer/Planner	David Lundgren	\$ 42.84 - 74.92	24 @	\$ 52.89	\$ 1,269
Project Engineer/Planner	Yolando Molette	\$ 39.74 - 64.21	64 @	\$ 44.85	\$ 2,870
Project Engineer/Planner	Danielle Tannourji	\$ 39.74 - 64.21	64 @	\$ 41.26	\$ 2,641
Assoc. Engineer/Planner		\$ 30.60 - 47.62	80 @	\$ 37.14	\$ 2,971
Staff Engineer/Planner		\$ 24.84 - 44.17	8 @	\$ 25.36	\$ 203
Administration		\$ 15.75 - 35.58	56 @	\$ 25.75	\$ 1,442
Subtotal			Subtotal Direct Labor Costs		\$ 20,834
			Anticipated Salary Increases		\$ 455
			Total Direct Labor Costs		\$ 21,290
				Rate Included in OH	Total
Fringe Benefits					
Indirect Costs					
Overhead				111.71%	\$ 23,783
General and Administrative				Included in OH	
Total Indirect Labor Costs					\$ 23,783
FEE (Profit)				10%	\$ 4,507
OTHER COSTS					
Travel Costs					\$ 1,800
Reprographics/Shippng					\$ 100
GPS Rental					\$ 180
Health & Safety Service Center					\$ 38
Total Other Costs					\$ 2,118
Subcontractor Costs (attach detailed cost estimate for each subcontractor)					\$ -
TOTAL COST					\$ 51,698

EXHIBIT C

Geneseo Road over Huerhuero Creek Bridge
Bridge Independent Check and Environmental Services
WBS 300387, BRLO-5949(120)

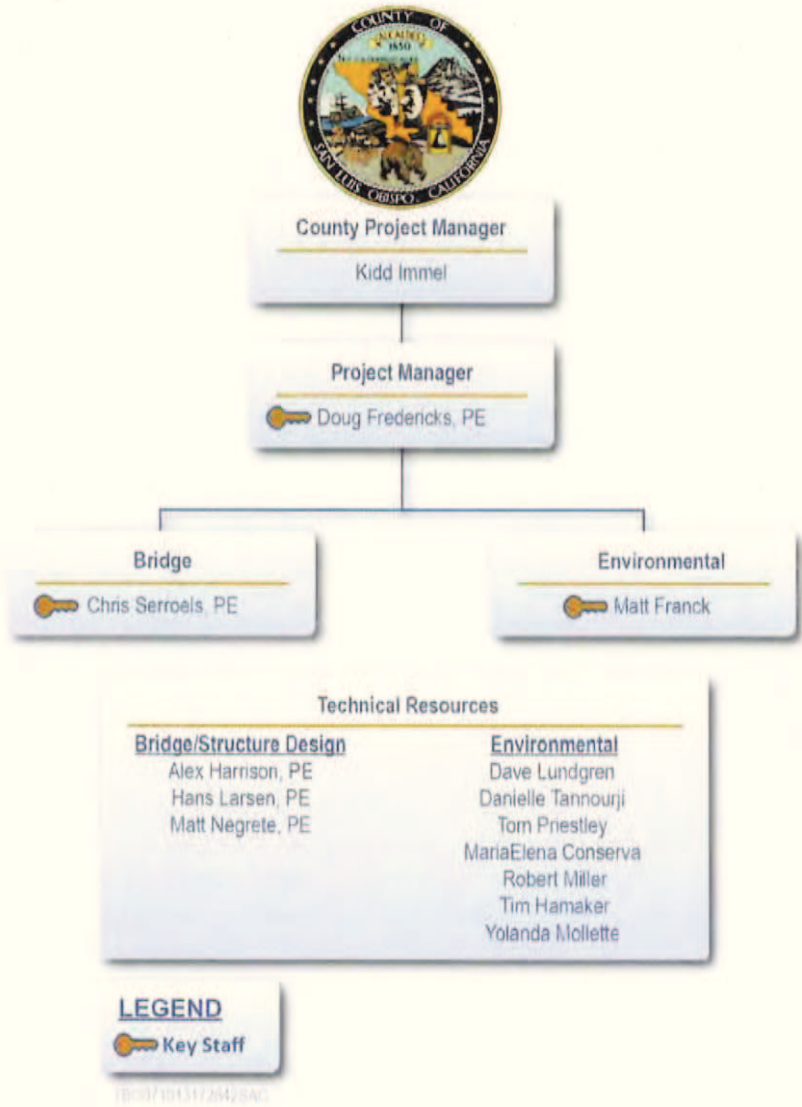


EXHIBIT D

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am a Vice President, and duly authorized representative of the firm of CH2M HILL, whose address is 2485 Natomas Park Drive, Suite 600, Sacramento, CA, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

October 25, 2013
(Date)

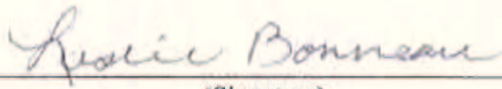

(Signature)

EXHIBIT E

CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

Certification of Final Indirect Costs:

Consultant Firm Name: CH2M HILL

Indirect Cost Rate: 111.71%

Date of Proposal Preparation (mm/dd/yyyy): 10/25/2013

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 10/25/2013 to 3/31/2015

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$78,000,000 and the number of States in which the firm does business is 47.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 0

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 51,698

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: Leslie Bonneau

Consultant Certifying (Print Name and Title):

Name: Leslie Bonneau

Title: Vice President

Consultant Contact Information:

Email: Leslie.Bonneau@ch2m.com

Phone number: (916) 286-0209

Date of Certification (mm/dd/yyyy): 10/25/2013

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

EXHIBIT F

NOTICE TO PROPOSERS DBE INFORMATION

The County of San Luis Obispo has established a DBE goal for this Contract of 0%.

The County of San Luis Obispo has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit G *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit H *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or

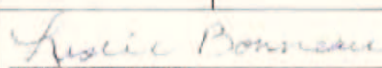
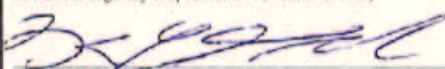
Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT G

CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form.)

Consultant to Complete this Section			
<p>1. Local Agency Name: <u>County of San Luis Obispo Public Works Department</u></p> <p>2. Project Location: <u>San Luis Obispo County, CA</u></p> <p>3. Project Description: <u>Genesee Road at Huerfano Creek Bridge Replacement</u></p> <p>4. Consultant Name: <u>CH2M HILL</u></p> <p>5. Contract DBE Goal %: <u>0%</u></p>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	0 %
<p>16. Local Agency Contract Number: <u>300387</u></p> <p>17. Federal-aid Project Number: <u>BR1S-5949(120)</u></p> <p>18. Proposed Contract Execution Date: _____</p> <p>Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:</p> <p style="margin-left: 40px;"><u>Kidd Immel</u></p>		<p></p> <p>11. Preparer's Signature</p> <p><u>Leslie Bonneau</u></p> <p>12. Preparer's Name (Print)</p> <p><u>Vice President</u></p> <p>13. Preparer's Title</p>	
<p>19. Local Agency Representative Name (Print)</p> <p> <u>11/4/13</u></p> <p>20. Local Agency Representative Signature</p> <p><u>Senior Engineer</u></p> <p>22. Local Agency Representative Title</p>		<p><u>10/25/2013</u></p> <p>14. Date</p> <p><u>(916) 286-0209</u></p> <p>15. (Area Code) Tel. No.</p>	
<p><u>805-781-5981</u></p> <p>23. (Area Code) Tel. No.</p>			

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6, Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

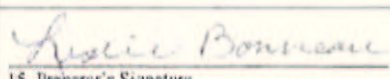

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT H

CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of San Luis Obispo Public Works Department</u>			
2. Project Location: <u>San Luis Obispo County, CA</u>			
3. Project Description: <u>Geneseo Road at Huerfano Creek Bridge Replacement</u>			
4. Total Contract Award Amount: <u>\$51,698</u>			
5. Consultant Name <u>CH2M HILL</u>			
6. Contract DBE Goal %: <u>0%</u>			
7. Total Dollar Amount for all Subconsultants: <u>\$0</u>			
8. Total Number of all Subconsultants: <u>0</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	<u>\$ 0</u>
20. Local Agency Contract Number: <u>300387</u>		14. Total % Claimed	<u>0 %</u>
21. Federal-aid Project Number: <u>BRLO-5949(120)</u>		<div style="border: 1px solid black; height: 100px; margin-bottom: 10px;"></div> <div style="border: 1px solid black; padding: 5px;"> 15. Preparer's Signature  16. Preparer's Name (Print) Leslie Bonneau 17. Preparer's Title Vice President </div>	
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: Kidd Immel			
23. Local Agency Representative Name (Print) 			
24. Local Agency Representative Signature <u>Senior Engineer</u>		25. Date <u>11/4/13</u>	
26. Local Agency Representative Title		27. (Area Code) Tel. No. <u>805-781-5981</u>	
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print)	29. DLAE Signature	30. Date <u>10/25/2013</u>	
18. Date		19. (Area Code) Tel. No. <u>(916) 286-0209</u>	

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

EXHIBIT I

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: "NO DISCLOSURE OF LOBBYING ACTIVITIES TO REPORT" (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Leslie Bonneau</u> Print Name: <u>Leslie Bonneau</u> Title: <u>Vice President</u> Telephone No.: <u>(916) 286-0209</u> Date: <u>10/25/2013</u>		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04